



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

WTVF/NEWSCHANNEL 5
ATTN: KEVIN WISNIEWSKI
474 JAMES ROBERTSON PKWY
NASHVILLE, TN 37219

Request Type: No Fee Certified Copies
Request #: 53076

Issuance Date: 12/02/2011
Copies Requested: 1

Document Receipt

Receipt #:

Filing Fee:

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **LA Management Company**, Control # 633631 was formed or qualified to do business in the State of Tennessee on 06/17/2010. LA Management Company has a home jurisdiction of Putnam County and is currently in an Inactive - Terminated status.

Tre Hargett
Secretary of State

Processed By: Deborah Chaney

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
6730-2213	06/17/2010	Initial Filing
A0058-2356	03/01/2011	2010 Annual Report (Due 04/01/2011)
6897-2052	05/31/2011	Assumed Name
6954-2625	11/03/2011	Dissolution
6954-2627	11/03/2011	Termination

**Department of State**

Corporate Filings

312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243**CHARTER
(For-Profit Corporation)**

For Office Use Only

STATE OF TENNESSEE

2010 JUN 17 AM 11:14

TENNESSEE
SECRETARY OF STATE

The undersigned acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is:

LA Management Company

[NOTE: Pursuant to Tennessee Code Annotated § 48-14-101(a)(1), each corporation name must contain the words *corporation, incorporated, or company* or the abbreviation *corp., inc., or co.*]

2. The number of shares of stock the corporation is authorized to issue is: 1,000

3. The name and complete address of the corporation's initial registered agent and office located in the State of Tennessee is:

LARRY WEBB

(Name)	1125 DEER CREEK DRIVE	COOKEVILLE	TN 38501
(Street Address)		(City)	(State/Zip Code)
(County)			

4. List the name and complete address of each incorporator:

LARRY WEBB, 1125 DEER CREEK DRIVE, COOKEVILLE, TN 38501

(Name)	(Include: Street Address, City, State and Zip Code)
----------	---

(Name)	(Street Address, City, State and Zip Code)
----------	--

(Name)	(Street Address, City, State and Zip Code)
----------	--

5. The complete address of the corporation's principal office is:

1125 DEER CREEK DRIVE, COOKEVILLE, PUTNAM COUNTY, TN 38501

(Street Address)	(City)	(State/County/Zip Code)
--------------------	----------	---------------------------

6. The corporation is for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date 6-16-2010, Time (Not to exceed 90 days.)

8. Other provisions:

6-16-2010
Signature Date

Larry Webb
Incorporator's Signature

LARRY WEBB

Incorporator's Name (typed or printed)

CHARTER
OF
LA MANAGEMENT COMPANY

STATE OF TENNESSEE
2010 JUN 17 AM 11:14
TENNESSEE
SECRETARY OF STATE

Persuant to the provisions of Section 48-12-102 of the Tennessee Business Corporation Act, the undersigned incorporator hereby adopts the following charter:

1. The name of the corporation is:
LA Management Company
2. The number of shares of stock the corporation is authorized to issue is one thousand (1,000).
3. The complete address of the corporation's initial registered office in Tennessee is **1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501**.
4. The name of the initial registered agent is **Larry Webb, 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501**.
5. The name and complete address of each incorporator is **Larry Webb, 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501**.
6. The complete address of the corporation's initial principle office is **1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501**.
7. The corporation is for profit.
8. No director of the corporation shall have any personal liability to the corporation or its shareholders, or any of them, for monetary damages for breach of fiduciary duty as a director; provided, however that no such director's liability shall be eliminated or limited hereby (a) for any breach of the director's duty of loyalty to the corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or (c) for any unlawful distribution under the provisions of Section 48-18-304 of the Tennessee Business Corporation Act.

6730.2214

9. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

10. The Corporation is empowered:

- (a) To buy, own, sell, assign, mortgage, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purpose of the corporation.
- (b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.
- (c) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation.

11. The existence of the corporation shall be perpetual.

June 16, 2010.

LA Management Company

Signature Date

Name of Corporation

Incorporator

Signature

Larry Webb
Name (typed or printed)

STATE OF TENNESSEE
TENNESSEE
SECRETARY OF STATE
2010 JUN 17 10:11:14



Tennessee Corporation Annual Report Form

File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2011

Reporting Year: 2010

AR Filing #: 02515961

Status: Complete

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 633631

Corporation For-Profit - Domestic

Date Formed: 06/17/2010

Formation Locale: Putnam County

(1) Name and Mailing Address:

LA Management Company
1125 DEER CREEK DRIVE
COOKEVILLE, TN 38501

(2) Principal Office Address:

1125 DEER CREEK DRIVE
COOKEVILLE, TN 38501

Image #: A0058-2356

(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No

LARRY WEBB
1125 DEER CREEK DRIVE
COOKEVILLE, TN 38501

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Larry Webb	1125 Deer Creek Drive	Cookeville, TN 38501
Secretary	Wendy Askins	1125 Deer Creek Drive	Cookeville, TN 38501

(5) Board of Directors names and business address (with zip code). (None)

Name	Business Address	City, State, Zip
Larry Webb	1125 Deer Creek Drive	Cookeville, TN 38501
Wendy Askins	1125 Deer Creek Drive	Cookeville, TN 38501

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public Mutual

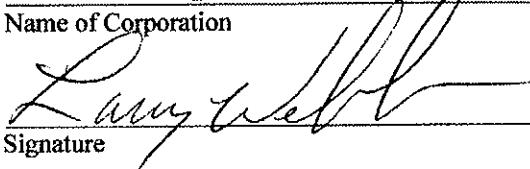
B. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 02/28/2011 10:33 PM

(9) Type/Print Name: Larry Webb

(10) Title: President

 <p>State of Tennessee Department of State Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243</p>		<p>RECEIVED STATE OF TENNESSEE 2011 MAY 31 AM 10:53 For Use Only THE HARGETT SECRETARY OF STATE</p>
<p>APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME</p> <p>Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:</p> <p>1. The true name of the corporation is LA Management Company</p> <p>2. The state or country of incorporation is Tennessee</p> <p>3. The corporation intends to transact business in Tennessee under an assumed corporate name.</p> <p>4. The assumed corporate name the corporation proposes to use is Angels in Waiting</p> <p>[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]</p> <p><u>5-27-2011</u> Signature Date</p> <p>President Signer's Capacity</p> <p>LA Management Company Name of Corporation</p> <p> Signature</p> <p>Larry Webb Name (typed or printed)</p>		
<p>SS-4402 (Rev. 4/01)</p> <p>Filing Fee: \$20</p> <p>RDA1720</p>		



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

**ARTICLES OF DISSOLUTION
(FOR-PROFIT CORPORATION)**

RECEIVED
STATE OF TENNESSEE
2011 NOV 3 AM 11:55
Office Use Only
TRE HARGETT
SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-103 of the Tennessee Business Corporation Act, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is LA MANAGEMENT COMPANY
2. The dissolution was authorized on SEPTEMBER 30, 2011
3. The resolution was duly adopted by the shareholders SEPTEMBER 30, 2011
4. The written consent or a copy of the resolution authorizing the dissolution is attached. YES
5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____, _____ (date) _____ (time)

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

Sept 30, 2011
Signature Date

INCORPORATOR

Signer's Capacity

LA MANAGEMENT COMPANY

Name of Corporation


Signature

LARRY WEBB

Name (typed or printed)

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

WRITTEN CONSENT
TO
DISSOLUTION

RECEIVED
STATE OF TENNESSEE
2011 NOV -3 AM 11:54
TRE HARGETT
SECRETARY OF STATE

6954 . 2626

We, the undersigned, being all of the shareholders or members entitled to vote, hereby give our written consent to the dissolution of

LA MANAGEMENT COMPANY

(Corporate Name)

a corporation organized and existing under the laws of the State of Tennessee on the following terms and conditions (Insert here any terms and conditions which are desired and are in accordance with law):

Date: September 30, 2011

Signature: Larry Webb

Name: LARRY WEBB

(Typed or Printed)

Signer's Capacity: INCORPORATOR

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF TERMINATION OF
CORPORATE EXISTENCE

RECEIVED
STATE OF TENNESSEE
Office Use Only

2011 NOV -3 AM 11: 54

TRE HARGRETT
SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-108 of the Tennessee Business Corporation Act or Section 4-8-64-109 of the Tennessee Nonprofit Corporation Act, the undersigned corporation submits the following articles of Termination of Corporate Existence:

1. The name of the corporation is LA MANAGEMENT COMPANY

2. Indicate which of the following statements apply by marking the appropriate box:

As a for-profit corporation, all assets of the corporation have been distributed to its creditors and shareholders.

As a nonprofit corporation, all assets of the corporation have been distributed to its creditors and other parties authorized by the Tennessee Nonprofit Corporation Act.

3. The dissolution of the corporation has not been revoked.

[NOTE: Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

[NOTE: Articles of Dissolution must be filed before, or at the same time that Articles of Termination are filed. If the Articles of Dissolution have a delayed effective date, the Articles of Termination cannot be submitted for filing until such effective date.]

Larry Webb

Signature Date

INCORPORATOR

Signer's Capacity

LA MANAGEMENT COMPANY,

Name of Corporation

Larry Webb

Signature

LARRY WEBB

Name (typed or printed)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

NEWS CHANNEL 5
474 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37219

Request Type: No Fee Certified Copies

Issuance Date: 10/26/2011

Request #: 50130

Copies Requested: 1

Document Receipt

Receipt #:

Filing Fee:

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.**, Control # 624986 was formed or qualified to do business in the State of Tennessee on 02/23/2010. LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC. has a home jurisdiction of Putnam County and is currently in an Inactive - Terminated status.

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Processed By: Deborah Chaney

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
6660-0896	02/23/2010	Initial Filing
6730-2250	06/17/2010	Dissolution
6730-2252	06/17/2010	Termination

RECEIVED
STATE OF TENNESSEE

2010 FEB 23 AM 10:56

RILEY BARNELL
SECRETARY OF STATE

CHARTER
OF

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned incorporator hereby adopts the following charter:

1. The name of the corporation is

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

2. The corporation is a public benefit corporation.

3. This corporation is not a religious corporation.

4. (a) The complete address of the corporation's initial registered office in Tennessee is 1225 South Willow Avenue Cookeville, Putnam County, Tennessee 38506.

(b) The name of the initial registered agent, to be located at the address listed in 4(a), is Larry Webb.

5. The name and complete address of each incorporator is Larry Webb, 1225 South Willow Avenue Cookeville, Putnam County, Tennessee 38506.

6. The complete address of the corporation's principal office is 1225 South Willow Avenue Cookeville, Putnam County, Tennessee 38506.

7. This corporation is a nonprofit corporation.

8. This corporation will not have members.

9. The officers and directors of the corporation shall serve without compensation.

10. The purposes for which the Corporation is formed, and the business and objects to be carried on and promoted by it, are as follows:

(a) This Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, with all such distributions being exclusively for a public purpose. In pursuance of the foregoing

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0896

purposes, the Corporation shall have the power to provide affordable housing and, in furtherance of that purpose, to acquire, rehabilitate, own, operate, maintain, manage, lease, sell, mortgage or otherwise dispose of such housing facilities.

(b) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distribution in furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law.

11. The Corporation is empowered:

(a) To buy, own, sell, assign, mortgage, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in Article II hereof.

(b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.

(c) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation.

(d) Upon dissolution of the Corporation, all of the remaining assets of the Corporation shall be distributed only to one or more organizations created and operated for one or more exempt purposes within the meaning of Article II(a)

STATE OF TENNESSEE
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S 660.0897

S 660.0897

RECEIVED
STATE OF TENNESSEE
RECORDED
FEB 23 2010
AM 10:51
INTERNAL REVENUE SERVICE

hereof, other than for religious purposes, all of the foregoing within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as said court shall determine which are organized and operated exclusively for such purposes.

12. The number of directors of the corporation shall be no fewer than five (5) nor more than seven (7) directors. The original directors and the term for which each will serve are set forth in Exhibit A attached hereto.

13. The officers and directors of the corporation will serve without compensation.

14. The initial board of directors of the corporation has been appointed by Cumberland Regional Development Corporation. (the "Sponsor"). In the event of any vacancy on the board of directors, the successor shall be selected and approved by and shall serve at the pleasure of the Sponsor. In the event that such approval is withdrawn, such withdrawal of approval shall constitute the automatic resignation for the board member whose approval has been withdrawn.

15. The officers of the corporation, as provided by the bylaws of the corporation, shall be elected by the directors of the corporation in the manner therein set out, and shall serve until their successors are elected and have qualified. The directors shall elect the regular officers of the corporation at the annual meeting for terms of one year. The secretary and treasurer may be one and the same person. The annual meeting shall be the first Monday of October of each year.

16. Bylaws of the corporation may be adopted by the directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of this Charter.

17. In order to meet the organizational tests for exempt organizations, Cumberland Regional Development Corporation is hereby identified as the publicly supported organization that the corporation is supporting and operating in connection with.

18. The existence of the Corporation shall be perpetual.

February 18 2010

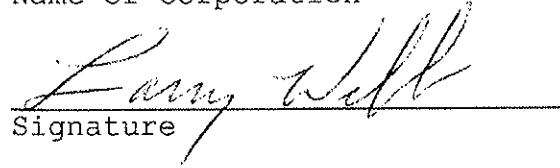
Signature Date

Incorporator

Signer's Capacity

LIVING THE DREAM/INDEPENDENT LIVING FOR
SENIORS, INC

Name of Corporation


Signature

Larry Webb

Name (typed or printed)

6660.0899

RECEIVED
STATE OF TENNESSEE

2010 FEB 23 AM 10:57

RILL BARNELL
SECRETARY OF STATE

INITIAL BOARD OF DIRECTORS:

<u>Member</u>	<u>Term Expires</u>
Larry Webb	October, 2011
Wendy Askins	October, 2011
Sherry Thurman	October, 2011
Kenneth Copeland	October, 2011
John Pelham	October, 2011

6660.0900

RECEIVED
STATE OF TENNESSEE

2010 FEB 23 AM 10:57

RILEY DAWKINS
SECRETARY OF STATE

INITIAL BOARD OF DIRECTORS:

<u>Member</u>	<u>Term Expires</u>
Larry Webb	October, 2011
Wendy Askins	October, 2011
Sherry Thurman	October, 2011
Kenneth Copeland	October, 2011
John Pelham	October, 2011

6660.0900

RECEIVED
STATE OF TENNESSEE

2010 FEB 23 AM 10:57

RILEY J. MCKELL
SECRETARY OF STATE

**Department of State**

Corporate Filings
 312 Rosa L. Parks Avenue
 6th Floor, William R. Snodgrass Tower
 Nashville, TN 37243

**ARTICLES OF DISSOLUTION
NONPROFIT CORPORATIONS**

For Office Use Only
 STATE OF TENNESSEE
 2010 JUN 17 AM 11:31
 MASSACHUSETTS
 SECRETARY OF STATE

Pursuant to the provisions of Section 48-64-104 of the *Tennessee Nonprofit Corporation Act*, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is: LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

2. The dissolution was authorized on JUNE 4, 2010

3. Please check the applicable box:

The resolution authorizing the dissolution was duly adopted by:

The members

A majority of the board of directors, as approval by the members was not required.

4. If approval by third person(s) other than the members, directors, or incorporators was required, such approval was obtained.

5. If a public benefit corporation, notice to the Attorney General, required by Section 48-64-103(a) of the Tennessee Nonprofit Corporation Act, has been given.

6. The written consent or a copy of the resolution authorizing the dissolution is attached.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

_____ (Date)

_____ (Time)

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

June 4, 2010
 Signature Date

LIVING THE DREAM/INDEPENDENT LIVING F

Name of Corporation

INCORPORATOR

Signer's Capacity

Larry Will
 Signature

**Department of State**

Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

**ARTICLES OF TERMINATION OF
CORPORATE EXISTENCE**

STATE OF TENNESSEE

For Office Use Only

2010 JUN 17 AM 11:32

SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-108 of the Tennessee Business Corporation Act or Section 4-8-64-109 of the Tennessee Nonprofit Corporation Act, the undersigned corporation submits the following articles of Termination of Corporate Existence:

1. The name of the corporation is LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

2. Indicate which of the following statements apply by marking the appropriate box:

As a for-profit corporation, all assets of the corporation have been distributed to its creditors and shareholders.

As a nonprofit corporation, all assets of the corporation have been distributed to its creditors and other parties authorized by the Tennessee Nonprofit Corporation Act.

3. The dissolution of the corporation has not been revoked.

[NOTE: Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

[NOTE: Articles of Dissolution must be filed before, or at the same time that Articles of Termination are filed. If the Articles of Dissolution have a delayed effective date, the Articles of Termination cannot be submitted for filing until such effective date.]

June 24, 2010
Signature Date

INCORPORATOR

Signer's Capacity

LIVING THE DREAM/INDEPENDENT LIVING FOR SEN

Name of Corporation

Signature

LARRY WEBB

Name (typed or printed)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

NEWS CHANNEL 5
474 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37219

Request Type: No Fee Certified Copies

Issuance Date: 10/26/2011

Request #: 50128

Copies Requested: 1

Document Receipt

Receipt #:

Filing Fee:

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC**, Control # 633643 was formed or qualified to do business in the State of Tennessee on 06/17/2010. LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC has a home jurisdiction of Putnam County and is currently in an Inactive - Terminated status.

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Processed By: Deborah Chaney

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
6730-2254	06/17/2010	Initial Filing
A0081-2867	06/02/2011	Notice of Determination
6916-2610	07/18/2011	2010 Annual Report (Due 04/01/2011)
6916-2611	07/18/2011	Dissolution
6916-2613	07/18/2011	Termination

State of Tennessee**Department of State**

Corporate Filings

312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243**CHARTER
(For-Profit Corporation)**

For Office Use Only

STATE OF TENNESSEE

2010 JUN 17 1111:32

TENNESSEE
SECRETARY OF STATE

The undersigned acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is:

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

[NOTE: Pursuant to Tennessee Code Annotated § 48-14-101(a)(1), each corporation name must contain the words *corporation, incorporated, or company* or the abbreviation *corp., inc., or co.*]

2. The number of shares of stock the corporation is authorized to issue is: 1,000

3. The name and complete address of the corporation's initial registered agent and office located in the State of Tennessee is:

LARRY WEBB

(Name)	1125 DEER CREEK DRIVE	COOKEVILLE	TN 38501
(Street Address)	(City)		(State/Zip Code)
(County)			

4. List the name and complete address of each incorporator:

LARRY WEBB, 1125 DEER CREEK DRIVE, COOKEVILLE, TN 38501

(Name)	(Include: Street Address, City, State and Zip Code)	
----------	---	--

(Name)	(Street Address, City, State and Zip Code)	
----------	--	--

(Name)	(Street Address, City, State and Zip Code)	
----------	--	--

5. The complete address of the corporation's principal office is:

1125 DEER CREEK DRIVE, COOKEVILLE, PUTNAM COUNTY, TN 38501

(Street Address)	(City)	(State/County/Zip Code)
--------------------	----------	---------------------------

6. The corporation is for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date _____, _____, Time _____ (Not to exceed 90 days.)

8. Other provisions:

6-7-10

Signature Date

Incorporator's Signature

LARRY WEBB

Incorporator's Name (typed or printed)

STATE OF TENNESSEE

2010 JUN 17 AM 11:32

SECRETARY OF STATE

6730-2255

CHARTER

OF

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

Persuant to the provisions of Section 48-12-102 of the Tennessee Business Corporation Act, the undersigned incorporator hereby adopts the following charter:

1. The name of the corporation is:
LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.
2. The number of shares of stock the corporation is authorized to issue is one thousand (1,000).
3. The complete address of the corporation's initial registered office in Tennessee is 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.
4. The name of the initial registered agent is Larry Webb, 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.
5. The name and complete address of each incorporator is Larry Webb, 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.
6. The complete address of the corporation's initial principle office is 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.
7. The corporation is for profit.
8. No director of the corporation shall have any personal liability to the corporation or its shareholders, or any of them, for monetary damages for breach of fiduciary duty as a director; provided, however that no such director's liability shall be eliminated or limited hereby (a) for any breach of the director's duty of loyalty to the corporation or its shareholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or (c) for any unlawful distribution under the provisions of Section 48-18-304 of the Tennessee Business Corporation Act.

9. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

10. The Corporation is empowered:

- (a) To buy, own, sell, assign, mortgage, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purpose of the corporation.
- (b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.
- (c) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation.

11. The existence of the corporation shall be perpetual.

June 07, 2010.

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

Signature Date

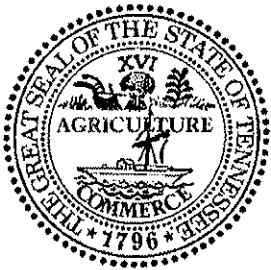
Name of Corporation

Incorporator

Signature

Larry Webb
Name (typed or printed)

STATE OF TENNESSEE
SECRETARY OF STATE
2010 JUN 17 AM 1:32
S



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

LARRY WEBB

RE: LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC
1125 DEER CREEK DRIVE
COOKEVILLE, TN 38501

Issuance Date: June 2, 2011

**RE: Notice of Determination for LIVING THE DREAM/INDEPENDENT LIVING
FOR SENIORS, INC**
Control # 633643

Dear Business Entity:

Pursuant to the provisions of Sections 48-24-201 or 48-25-301 of the Tennessee Business Corporation Act or Sections 48-64-201 or 48-65-301 of the Tennessee Nonprofit Corporation Act, it has been determined that the following ground(s) exist(s) for the administrative dissolution of the above corporation, if a Tennessee corporation, or the revocation of its certificate of authority, if a foreign corporation:

The annual report which was due on or before 04/01/2011 has not been filed. You may generate the annual report form from our website [<http://TNBear.TN.gov/AR>] and either file it electronically or mail the paper document to the Tennessee Secretary of State at the address noted on the annual report form.

If each ground for dissolution or revocation is not corrected or proven not to exist within two (2) months after the issuance date of this notice, the business entity and any associated assumed name(s) shall be administratively dissolved or may have its certificate of authority revoked, as appropriate.

If you have questions, please contact us at the number noted below.

Sincerely,

Business Services Division

Image # A0081-2867



Tennessee Corporation Annual Report Form

AR Filing #: 02697080

Status: Unsubmitted

File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2011

Reporting Year: 2010

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
 \$40 if any changes are made in block 3 to the registered agent/office

Please return completed form to:

Tennessee Secretary of State

Attn: Annual Reports

 William R. Snodgrass Tower
 312 Rosa L. Parks AVE, 6th FL
 Nashville, TN 37243-1102
 Phone: (615) 741-2286
SOS Control Number: 633643

Corporation For-Profit - Domestic

Date Formed: 06/17/2010

Formation Locale: Putnam County

(1) Name and Mailing Address:
 LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC
 1125 DEER CREEK DRIVE
 COOKEVILLE, TN 38501
(2) Principal Office Address:
 1125 DEER CREEK DRIVE
 COOKEVILLE, TN 38501
(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: No
 LARRY WEBB
 1125 DEER CREEK DRIVE
 COOKEVILLE, TN 38501
(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
PRESIDENT	LARRY WEBB	1125 DEER CREEK DRIVE	COOKEVILLE, TN 38501
SECRETARY	WENDY ASKINS	1125 DEER CREEK DRIVE	COOKEVILLE, TN 38501

(5) Board of Directors names and business address (with zip code). (None)

Name	Business Address	City, State, Zip
LARRY WEBB	1125 DEER CREEK DRIVE	COOKEVILLE, TN 38501
WENDY ASKINS	1125 DEER CREEK DRIVE	COOKEVILLE, TN 38501

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public MutualB. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature:

(8) Date:

7-07-2011

(9) Type/Print Name:

Larry Webb

(10) Title:

President

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00. Sign and date this form and return to the address provided above. Additional instructions at http://tn.gov/sos/bus_srv/annual_reports.htm



Department of State

Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF DISSOLUTION (FOR-PROFIT CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-24-103 of the Tennessee Business Corporation Act, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

2. The dissolution was authorized on DECEMBER 31, 2010

3. The resolution was duly adopted by the shareholders DECEMBER 31, 2010

4. The written consent or a copy of the resolution authorizing the dissolution is attached. YES

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is
(date) _____ (time) _____

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

12-31-2010

Signature Date

INCORPORATOR

Signer's Capacity

LIVING THE DREAM/INDEPENDENT LIVING

Name of Corporation

of Corporation
Larry West

Digitized by srujanika@gmail.com

LARRY WEBB

Name (typed or printed)

6916 · 2611

State of Tennessee



Department of State

Corporate Filings

312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

WRITTEN CONSENT
TO
DISSOLUTION

For Office Use Only

RECEIVED
STATE OF TENNESSEE
101 JUN 18 AM 10: 11
TREASURER
SECRETARY OF STATE

We, the undersigned, being all of the shareholders or members entitled to vote, hereby give our written consent to the dissolution of

LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

(Corporate Name)

a corporation organized and existing under the laws of the State of Tennessee on the following terms and conditions (Insert here any terms and conditions which are desired and are in accordance with law):

Date: December 31, 2010

Signature: Larry Webb

Name: LARRY WEBB

(Typed or Printed)

Signer's Capacity: INCORPORATOR

**Department of State**

Corporate Filings

312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243**ARTICLES OF TERMINATION OF
CORPORATE EXISTENCE**

For Office Use Only

TRE HARGETT
SECRETARY OF STATE
JUL 18 AM 10:11
STATE OF TENNESSEE

Pursuant to the provisions of Section 48-24-108 of the Tennessee Business Corporation Act or Section 48-64-109 of the Tennessee Nonprofit Corporation Act, the undersigned corporation submits the following articles of Termination of Corporate Existence:

1. The name of the corporation is LIVING THE DREAM/INDEPENDENT LIVING FOR SENIORS, INC.

2. Indicate which of the following statements apply by marking the appropriate box:

As a for-profit corporation, all assets of the corporation have been distributed to its creditors and shareholders.

As a nonprofit corporation, all assets of the corporation have been distributed to its creditors and other parties authorized by the Tennessee Nonprofit Corporation Act.

3. The dissolution of the corporation has not been revoked.

[NOTE: Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

[NOTE: Articles of Dissolution must be filed before, or at the same time that Articles of Termination are filed. If the Articles of Dissolution have a delayed effective date, the Articles of Termination cannot be submitted for filing until such effective date.]

12-31-2010
Signature Date

INCORPORATOR

Signer's Capacity

LIVING THE DREAM/INDEPENDENT LIVING FOR SEN

Name of Corporation

Larry Webb
Signature

LARRY WEBB

Name (typed or printed)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

NEWS CHANNEL 5
474 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37219

Request Type: No Fee Certified Copies

Issuance Date: 10/26/2011

Request #: 50131

Copies Requested: 1

Document Receipt

Receipt #:

Filing Fee:

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **Living the Dream/Retirement Living for Seniors, Inc.**, Control # 648843 was formed or qualified to do business in the State of Tennessee on 01/19/2011. Living the Dream/Retirement Living for Seniors, Inc. has a home jurisdiction of Putnam County and is currently in an Active status.

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

Processed By: Deborah Chaney

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
6815-2330	01/19/2011	Initial Filing



Department of State

Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHARTER
(Nonprofit Corporation) 2011 JAN 19 AM 11:34

For Office Use Only

STATE OF TENNESSEE

THE HONORABLE
SECRETARY OF STATE

The undersigned acting as incorporator(s) of a nonprofit corporation under the *Tennessee Nonprofit Corporation Act* adopts the following Articles of Incorporation.

1. The name of the corporation is: **Living the Dream/Retirement Living for Seniors, Inc.**

2. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.

This corporation is a religious corporation / not a religious corporation.

This corporation will have members / not have members.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:

Larry Webb	1125 Deer Creek Drive	Cookeville	TN	38501	Putnam
<i>Name</i>	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>County</i>

4. List the name and complete address of each incorporator:

Larry Webb	1705 County House Rd	Smithville	TN	37166
<i>Name</i>	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Wendy Askins	1447 West Cemetery Rd	Cookeville	TN	38506
<i>Name</i>	<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

5. The complete address of the corporation's principal office is:

1125 Deer Creek Drive	Cookeville	TN	38501
<i>Street Address</i>	<i>City</i>	<i>State/Country</i>	<i>Zip Code</i>

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:
 Date _____, _____ Time _____ (Not to exceed 90 days.)

8. Insert here the provisions regarding the distribution of assets upon dissolution: **All of the remaining assets of the Corporation shall be distributed only to one or more organizations created and operated for one or more exempt purposes within the meaning of Article II (a) hereof, other than for religious purposes, all of the foregoing within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.**

Signature Date

Incorporator's Signature

Incorporator's Name (typed or printed)

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: December 6, 2011

WTVF-TV
c/o Kevin Wisniewski
474 James Robertson Pkwy.
Nashville, TN 37219

Person to Contact:

Karen Batey 0202939

Toll Free Telephone Number:
877-829-5500

Dear Sir or Madam:

This is in response to your December 2, 2011, request for copies of records for Living the Dream – Retirement Living for Seniors.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Thomas
Manager, Exempt Organizations
Determinations

To secure the payment of a note of even date herewith in the principal sum of \$750,000.00 Dollars, executed by Living The Dream-Independent Living For Seniors, Inc., for the purpose of securing borrowed money, plus any extensions or renewals thereof. Said note is payable on DEMAND and bears interest at the rate of 8.000 % per annum. Advances may be made, repaid and remade from time to time under said note so long as the aggregate amount outstanding at any time does not exceed the face amount.

1. This conveyance is to secure and make certain the payment and performance of the above stated obligation and any and all extensions or renewals thereof in whole or in part and further to secure the performance of each and all of the covenants and agreements made herein and in said note by the grantor this day duly executed and delivered. The lien of this Deed of Trust shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby, and the execution of a new Deed of Trust shall not be necessary to maintain said lien during any such extension or postponement until the total indebtedness hereby secured is paid and satisfied in full.

2. The grantor agrees that this Deed of Trust shall secure the payment of any and all of his existing, future or subsequent indebtedness owing to the beneficiary herein, of any and every kind or character, from the date hereof, and in an amount not exceeding \$ 750,000.00.

3. The Grantor will keep the buildings on said land insured for at least the replacement value.

4. The Grantor herein, in order to more fully protect the security of this Deed of Trust, does hereby covenant and agree as follows:

(a) That in the event any of said debt is placed in the hands of an attorney for collection by suit or otherwise, or to enforce its collection or to protect the security for its payment, the Grantor will pay all costs of collection and litigation, together with a reasonable attorney's fee, and such costs and fees shall be a lien on the premises hereby conveyed and enforced in the same manner as the debt hereby secured. In the event the Trustee herein named, or the beneficiary, shall become a party or parties to any litigation, or be forced to become a party or parties to any litigation or proceeding, at law or in equity in order to protect the security for the payment of said debt, the Grantor agrees to pay the Trustee and/or beneficiary, as the case may be, the costs of such litigation, including a reasonable attorney's fee incurred by virtue of such litigation and proceedings, which costs and fees shall be a further charge or lien upon said premises and shall be enforced the same as the principal obligations herein secured.

(b) The Grantor covenants unto the Trustee and the beneficiary that it will pay all taxes and assessments levied on the property as and when same may become due and payable, and that the Grantor will abstain from committing waste or doing anything whereby the security of the indebtedness secured hereby may be lessened or threatened in any way, in the event of the default in the payment of the taxes and assessments, the beneficiary may pay such sums as may be in default and all advances or expenses incurred therein, with interest thereon at the highest legal rate, shall be a part of the lien hereby secured and a charge upon said property, and the payment thereof enforced in the same manner provided for enforcing the payment of the indebtedness herein secured, and payment thereof by the beneficiary shall not constitute a waiver of the right to declare the unpaid balance of the indebtedness hereby secured due and payable because of such default.

(c) The lien of this Deed of Trust shall be prior and superior to the lien claims of any and all persons who may hereafter perform labor or furnish materials in connection with any improvements made on the real property herein conveyed and each and all of them are put upon notice accordingly.

(d) Also conveyed are all rents, issues and profits of the described premises, subject however to the right reserved by the grantors to collect and apply such rents, issues and profits prior to any default hereunder.

(e) Any arrearage amount cured in a bankruptcy proceeding under Title 11 of the United States Code shall bear interest at the highest effective rate of interest then permitted by applicable law.

5. Now, therefore, if said debt is fully paid and satisfied upon its maturity and according to its terms and all other obligations herein incurred are fully met, then this obligation is to be void and of no further effect, and the beneficiary will issue a proper release of lien of this Deed of Trust at the expense of the Grantor. But should the Grantor default in the payment of any portion of the principal or interest hereby secured for a period of ten days, or should the Grantor default in the performance of any other covenant herein contained for ten days, the beneficiary may, at its option, declare the entire unpaid balance of said debt immediately due and payable and this Deed of Trust, may be foreclosed; and the Trustee herein above named or his successors in trust, upon being directed by the beneficiary to foreclose this Deed of trust, is hereby authorized, empowered and directed to advertise said property for sale, giving the time, place and terms of said sale, and such advertisement shall be published in some newspaper in the county in which the property is located, at least one time each week for three consecutive weeks, the publication of such advertisement and sale pursuant thereto to be in accordance with the laws and statutes of the State of Tennessee. After having so advertised said property for sale, the Trustee, or his successors in trust, is authorized, empowered and directed to sell said property in front of the Courthouse door at the time and under the terms designated in the notice of sale, at public outcry to the last, highest and best bidders for cash in hand, and in bar of all of the equities and rights of redemption, whether common law or statutory, including the right of redemption provided for in Tennessee Code Annotated, 64-801, homestead, dower and all other rights or exemptions of every kind, all of which are hereby expressly waived by the Grantor; and, the Grantor herein waives the necessity of said Trustee, or his successors in trust, making oath, filing inventory or giving bond or security for the execution of this trust. Upon said sale, said Trustee, or his successors in trust, is authorized to execute, acknowledge and deliver a deed of conveyance to the said purchaser thereof, and to place the purchased thereof in peaceable and quiet possession of the premises. The beneficiary may bid for said property and become a purchaser at said sale. The Grantor further covenants and agrees that in the case of any sale under this Deed of Trust, it will at once surrender possession of said property and will from that moment become and be a tenant at will of purchaser and removable by process, as upon a forcible and unlawful detainer, and further agrees to pay the said purchaser the reasonable rental value of said premises for the time occupied after sale.

6. The Grantor agrees that if he shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, except by reason of inheritance upon the death of Grantor, without the written consent of the beneficiary being first had and obtained, the beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. In the event ownership of the property hereby conveyed, or any part thereof, becomes vested in a person or entity other than the Grantor herein named, whether such transfer is with or without beneficiary's written consent, beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Grantor without in any way violating or discharging Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed, and no forbearance on the part of beneficiary, and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in part.

7. The Grantor acknowledges that this Deed of Trust is subordinate and subject to all prior deeds of trust as are set out in the description of the property herein conveyed, to which deeds of trust reference is hereby made; and, the Grantor covenants that it will promptly pay the payments on the prior deeds of trust when due, and if default be made in the payment or performance of any portion of any of said prior deeds of trust when due, all of the debt herein secured shall immediately become due at the option of the beneficiary, and the Trustee shall, upon being requested to do so by the remedy of beneficiary, advertise and sell the above described property as herein provided. In addition to the foregoing right and as respects said lien, cure, in any manner permitted by the prior lien holder, said default, and all sums so expended by beneficiary shall be secured hereunder or under said prior lien; provided, such action by beneficiary shall not be construed, for the purposes of this instrument, as satisfying the default of the Grantor hereunder or thereunder.

8. The Grantor agrees to keep the improvements on said property in good repair and state of preservation and to keep the buildings now standing or hereafter to be erected on said property insured against loss by fire or such other casualty as herein for an amount as stated in the Deed of Trust and to deposit said insurance policy with the beneficiary with loss payable to the beneficiary under a New York Standard Mortgagor clause or similar clause satisfactory to the beneficiary as its interest may appear. In case the Grantor fails to do this, the beneficiary or Trustee, or his successors in trust, may do either or both and treat the amount so expended as additional to and a part of the debt herein secured and enforce and collect the same in like manner.

9. Prior to or concurrent with the execution of this Deed of Trust, beneficiary shall have the right at its election and option to advance the cost of obtaining a title examination or a mortgagee title insurance policy on the property hereby conveyed together with the cost of recording any and all title papers necessarily incident to the closing of the loan herein secured, for which Grantor will reimburse beneficiary, and sums so advanced shall become a part of the lien indebtedness herein secured and enforceable in the same manner as the primary obligation. Any such title examination or mortgagee title policy required by beneficiary shall, unless otherwise requested by Grantor, be solely for the use and benefit of beneficiary and cover the title to the property hereby conveyed only insofar as the value of said property relates to the outstanding balance due on the debt hereby secured, and Grantor understands that same shall not afford any protection to Grantor in the event of a defect or claim of defect in the title to the property hereby conveyed.

10. In the event Grantor shall take out any life insurance payable to beneficiary as additional security for the repayment of the indebtedness hereby secured, then beneficiary may pay any or all premiums on such policy or policies of life insurance as the same mature, for which payments, Grantor agrees to reimburse beneficiary, and all amounts so advanced or paid, with legal interest, shall be a lien on the property herein conveyed and enforceable by the sale in the same manner as the primary obligation. Beneficiary shall not, however, be obligated to make any such advances and no beneficiary of any such policy on account of any lapse of such policy for nonpayment of premiums.

11. In case of the sale of said land and premises under this Deed of Trust the proceeds shall be applied by the Trustee, or his successors in trust as follows:

(a) FIRST: To the paying of costs and expenses of executing this trust including but not limited to reasonable attorney's and Trustee's fees, and all sums the beneficiary, its successors and assigns, or the Trustee may have expended or become liable for, on the account of the cost of litigation, Attorney's fees, taxes, assessments and any advances made or expenses incurred on account of the property herein conveyed unless otherwise provided herein, and all with interest thereon at the highest legal rate.

(b) SECOND: Trustee will pay the entire balance of the indebtedness herein secured, including, but not limited to, principal, accrued interest and any and all advances herein provided for, together with reasonable attorney's fees, and if, after payment of all the foregoing, the Grantor has any other indebtedness due to the beneficiary, then said Trustee may apply any balance to that or those obligations upon the demand of the beneficiary.

(c) THIRD: The balance, if any, shall be paid to the Grantor or to his successors or assigns.

12. The beneficiary may at any time, with or without cause, and at its pleasure, and without notice either to the writing which shall be recorded in the Register's Office in the County in which the property is located, and the successor or successors to the Trustee so appointed shall succeed to all the obligations, duties, waivers, and immunities conferred upon the Trustee herein named, and no resignation, evidence of inability, failure to function or evidence of absence of the Trustee herein named shall be required, and such like power of substitution shall continue as long as any debt secured hereby remains unpaid.

13. No exercise of the power of appointment of a Successor Trustee, or any other power or right given in this instrument shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security in the collection of the indebtedness secured by the instrument until said indebtedness is fully paid and discharged.

14. It is agreed by the parties hereto that should any sale herein provided for, be made by said Trustee, or his successors in trust, that he or they need not personally attend and conduct the same, but at his or their option, he or they may have the sale conducted by an agent or an attorney selected by him or them.

15. In the event this Deed of Trust includes a conveyance of personal property this Deed of Trust shall be construed as a security instrument under the requirements of the Uniform Commercial Code as adopted by the State of Tennessee. Further, in the event of a default under this Deed of Trust said personal property may be sold and disposed of in the same way and manner as the real property herein conveyed and such disposition of said personal property shall be deemed to have been conducted in a commercially reasonable manner. However, such disposition of said personal property shall not be deemed to be the exclusive method of disposal, beneficiary being granted herein the right to dispose of said personal property by any other means available to beneficiary under the provisions of the Uniform Commercial Code. All conditions, covenants, warranties, agreements and conditions herein stated concerning the property herein conveyed shall be equally applicable to personal property as well as real property.

16. The Grantor covenants with the grantee herein named, his successors and assigns, that he is lawfully seized and possessed of said property, that he has a good and lawful right to convey the same, that said property is free and unencumbered, except as set out in said Deed of Trust, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors, assigns and personal representatives of the parties hereto.

17. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term, "beneficiary", as used herein shall include any and all subsequent true and lawful holder or holders and owner or owners of the debt and obligations hereby secured.

Living the Dream
45-0927941

IN WITNESS WHEREOF, Grantor has duly executed this Deed of Trust this 27th day of May 2010.

BY: Wendy Askins, Chairperson Date 5/27/10 BY: Larry Webb, Director Date 5/27/2010

Date

Date

Date

Date

ACKNOWLEDGEMENT

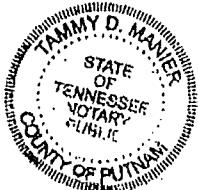
STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wendy Askins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Chairperson of Living the Dream-Independent Living for Seniors, Inc., the within bargainer, a Tennessee Corporation and that she as such Chairperson, executed the foregoing instrument for the purpose therein contained, by signing on behalf of Living the Dream-Independent Living for Seniors, Inc., by herself as Chairperson.

Witness my hand and official seal, at Cookeville, Tennessee, this 27th day of May, 2010.

Tammy D. Manier
NOTARY PUBLIC

My Commission Expires: 9/20/2011



ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry Webb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Director of Living the Dream-Independent Living for Seniors, Inc., the within bargainer, a Tennessee Corporation and that he as such Director, executed the foregoing instrument for the purpose therein contained, by signing on behalf of Living the Dream-Independent Living for Seniors, Inc., by himself as Director.

Witness my hand and official seal, at Cookeville, Tennessee, this 27th day of May, 2010.

Tammy D. Manier
NOTARY PUBLIC

My Commission Expires: 9/20/2011



EXHIBIT "A"

Legal Description to that certain Deed of Trust dated the 27th day of May, 2010, by and between

Living the Dream-Independent Living for Seniors, Inc.

as Mortgagor(s), Jack Ray, as Trustee, and Bank of Putnam County, as Mortgagee:

Lying and being in the Twentieth (20th) Civil District of Putnam County, Tennessee and being more particularly described as follows:

Beginning at a $\frac{1}{2}$ " rebar (old) in the west margin of Deer Creek Road, being the northeast corner of Lot 35, Deer Run Subdivision (James Bartlett), also being a corner of Bartlett; thence leaving the west margin of Deer Creek Road and with the north line of Lot 35, Deer Run Subdivision (James Bartlett) N74°34'04"W 190.00' to a $\frac{1}{2}$ " rebar (old), being the northwest corner of Lot 35, Deer Run Subdivision (James Bartlett); thence severing the land of Bartlett N74°34'04"W 288.40' to a $\frac{1}{2}$ " rebar (old) in the east line of Lot 25, Deer Run Subdivision (Phyllis Bradley); thence with the east line of Lot 25, Deer Run Subdivision (Phyllis Bradley), and the east line of Lot 24, Deer Run Subdivision (James Bartlett) N22°26'25"E 239.03' to a $\frac{1}{2}$ " rebar (new), being the northeast corner of Lot 24, Deer Run Subdivision (James Bartlett), also being the southeast corner of Lot 23, Deer Run Subdivision (James Bartlett); thence with the east line of Lot 23, Deer Run Subdivision (James Bartlett), Lot 22, Deer Run Subdivision (James Bartlett), Lot 21, Deer Run Subdivision (James Bartlett), Lot 20, Deer Run Subdivision (Anna Coffman), Lot 19, Deer Run Subdivision (Charles Stewart), and Lot 18, Deer Run Subdivision (Edward Frazier) N10°46'58"E 604.60' to a $\frac{1}{2}$ " rebar (old), being the northeast corner of Lot 18, Deer Run Subdivision (Edward Frazier); thence severing the land of James Bartlett N10°46'58"E 26.78' to a $\frac{1}{2}$ " rebar (new), being the southwest corner of Dennis Bartlett; thence with the south line of Dennis Bartlett S86°38'01"E 543.22' to a $\frac{1}{2}$ " rebar (new), being a common corner of Dennis Bartlett, Linda Sue Brown, John & Martha Schmidt, and James Bartlett; thence with a west line of John & Martha Schmidt and the east margin of a 30' permanent access easement S15°39'06"W 812.98' to a $\frac{1}{2}$ " rebar (new) in the north margin of a cul-de-sac (Deer Creek Road), being a corner of John & Martha Schmidt; thence with the north margin of said cul-de-sac (Deer Creek Road) around a curve to the left an arc distance of 126.61' (Radius-50.00') to a point in the west margin of Deer Creek Road; thence with the west margin of said road S15°25'56"W 75.84' to the point of beginning. Containing 10.52 acres, more or less, as surveyed by

John E. Ray

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Bartlett Surveying, 214 East Stevens Street, Cookeville, Tennessee, 38501, Alfred M. Bartlett, and R.L.S. #762, on February 24, 2005.

There is a 30' permanent access easement across the eastern portion of the above-described property.

No hogs, chickens, mobile homes, "moved in homes" or junk yards shall be allowed on property. Should property be subdivided into lots of 1 acre or less the restrictions for Deer Run Subdivision shall apply.

Source of Description: The Previous and Last Conveyance

The previous and last conveyance being a Warranty Deed from James E. Bartlett (aka James Edward Bartlett), to Living the Dream-Independent Living for Seniors, Inc., of record in the Register's Office of Putnam County, Tennessee in Record Book 587, Page 544.

Which has the Street Address: 1125 Deer Creek Drive, Cookeville, TN. 38501

Tax Identification: Map 55, Parcel 88.02

Signed for Identification:

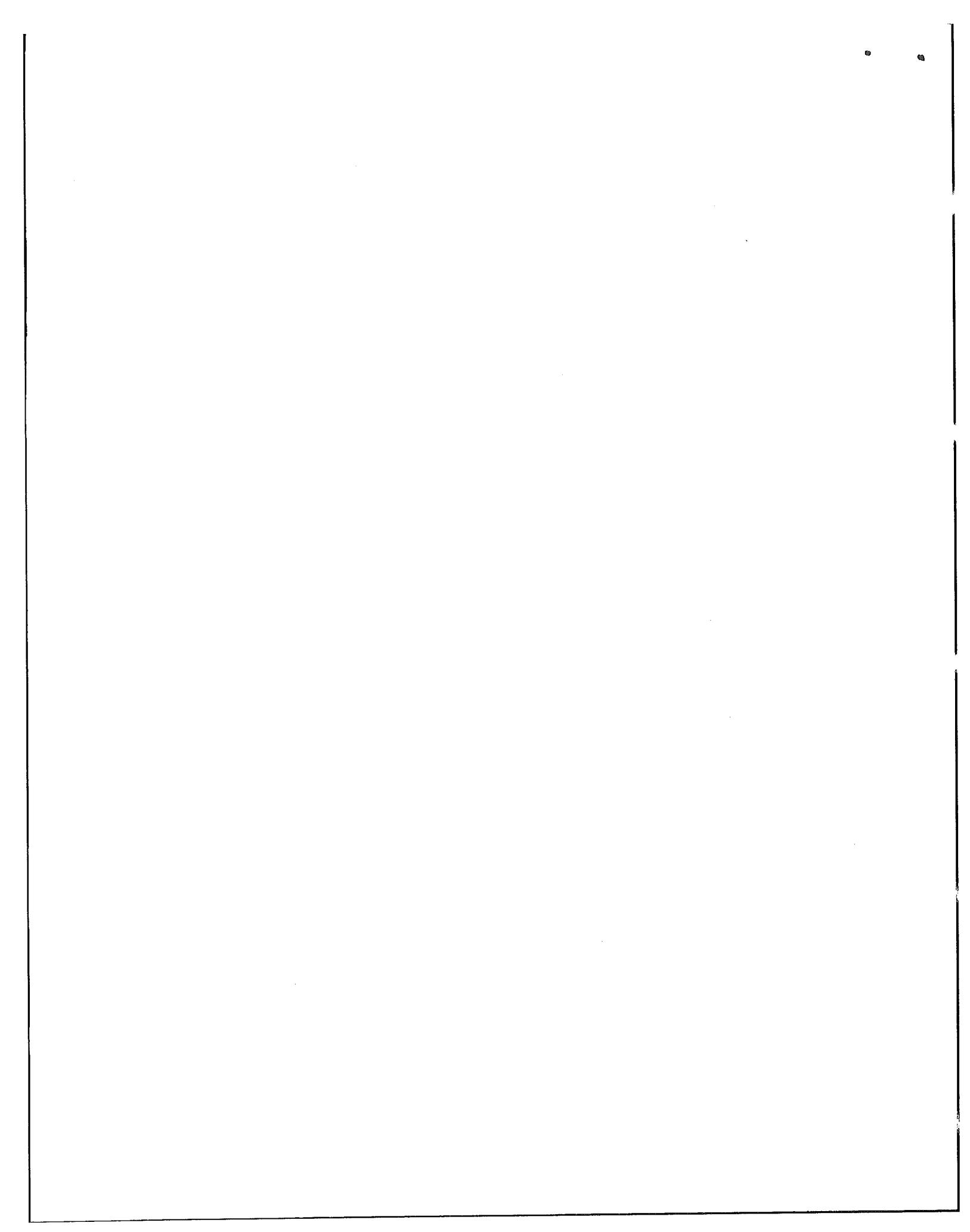
Living the Dream-Independent Living for Seniors, Inc.

BY: Wendy Asking Chairperson

BY: Larry Webb Director

Wendy Asking
Larry Webb

Harold Burris, Register
Putnam County
Rec #: 08957 Instrument #: 118525
Rec'd: 30.00 Recorded
State: 060.20 4/7/2010 at 2:46 PM
Clark: 1.00 in Record Book
Other: 4.00 587
Total: 095.20 Pgs 547-552



Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Form 1023 Schedule F Sections II

1a. Yes

- Must be 55 or older or disabled
- must be able to self-evacuate within time limits set by the state governing agency
- must not be on any state abuse registry
- must be financially able to pay the monthly room and board fees.
- Must not present a potential harm to him/herself or others

1b. Yes See #1a above

2a. No

2b. No

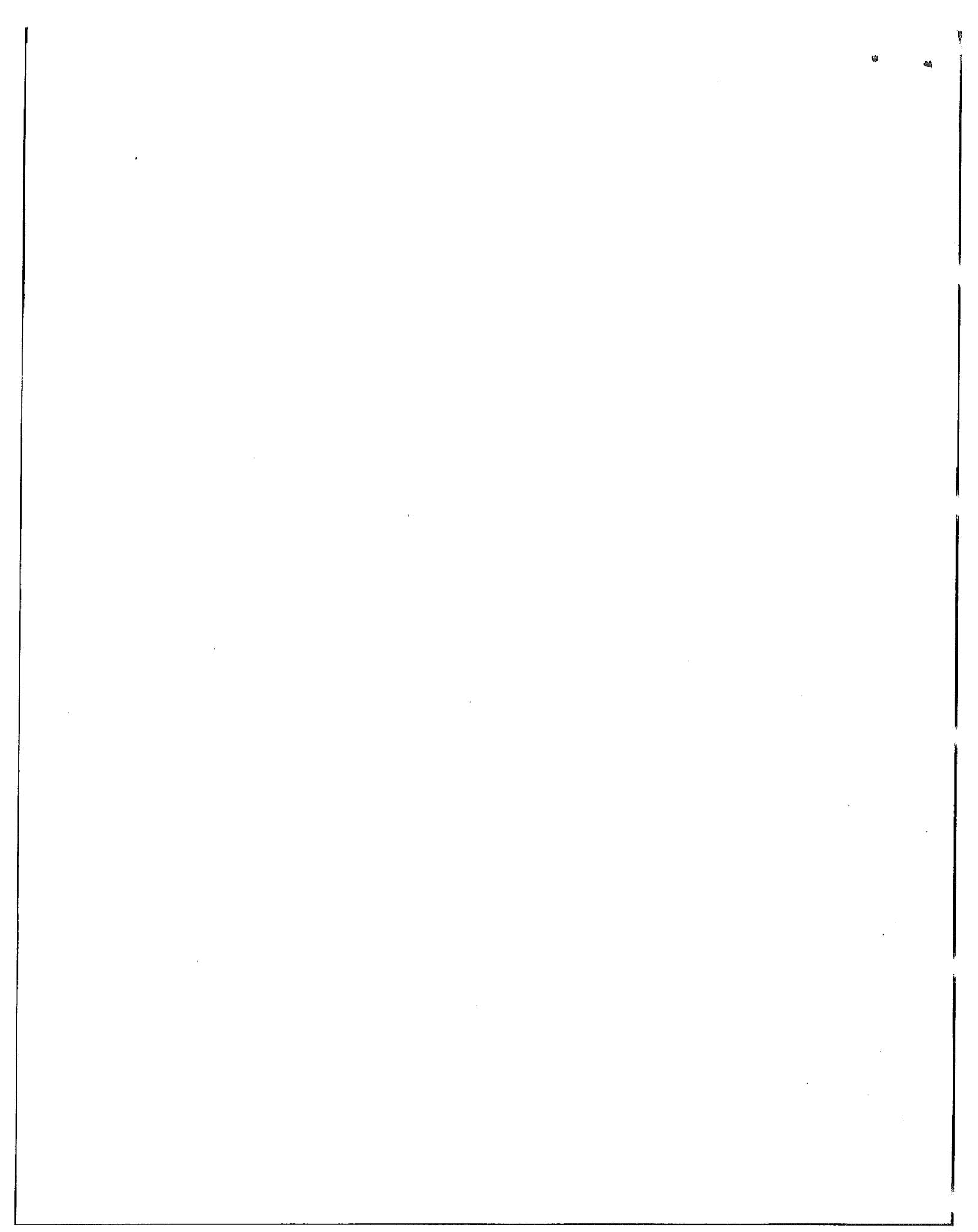
2c. Yes Our primary community is Putnam County. Our secondary community is the entire Upper Cumberland region of middle Tennessee. The HUD FY2010 Income Limits for Putnam County set the income limit for low income at \$27,450. Our anticipated rental rates for room AND board is approximately 50-55% of that total, which definitely fits the qualification of affordable. Our housing is directed at the portion of the population who is looking to enter an assisted living facility for the security and companionship. Our facility strives to provide this at a cost that is at least 25% less than the competition in the region.

3a. Yes In the event that a resident can no longer afford to pay their regular charges, Living the Dream will assist the resident in finding other living arrangements.

3b. No

4. No

5. Living the Dream is situated on a 10 acre tract of land with outside therapeutic activities. There is a large patio, a walkway, a flower garden and farm animals available to provide a distinct advantage of allowing for social and psychological support among residents. On site will be a beauty salon and barber shop. There is a media room that will be available for non



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denominational bible studies, watching TV, playing games, reading, or just relaxing. Activities will be added or altered as requested by the majority of tenants. Weekly movie nights will be planned in the media room with popcorn, candy and beverage. Other exciting activities include computer classes, exercise classes, piano and a pool table. Outdoors our facility will also have available flower gardens, vegetable gardens, and a variety of horses, goats, miniature donkeys, etc. Living the Dream is a pet friendly facility and can accommodate most apartment-sized animals.

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: December 6, 2011

Person to Contact:

Karen Batey 0202939

Toll Free Telephone Number:

877-829-5500

WTVF-TV
c/o Kevin Wisniewski
474 James Robertson Pkwy.
Nashville, TN 37219

Dear Sir or Madam:

This is in response to your December 2, 2011, request for information regarding the tax-exempt status of Living the Dream/Independent Living for Seniors Inc.

We have no record of the tax-exempt status for this organization under 501(a) of the Internal Revenue Code. Therefore, we have no documents to provide in response to your request.

In order to be formally recognized by the Internal Revenue Service as being tax exempt, an organization must apply for exemption. Certain types of organizations, including government entities, are not required to make formal application to the IRS to accept tax-deductible contributions. To be deductible, however, contributions must be used exclusively for public purposes as provided in section 170(c)(1) of the Code. In addition, for Federal income tax purposes only, churches, their integrated auxiliaries, and conventions or associations of churches are treated as organizations described in section 501(c)(3) of the Code, without applying for formal recognition of such status. To qualify for this treatment, an organization must meet all the organizational and operational requirements of section 501(c)(3) of the Code. No determination letters are issued to these organizations.

In addition to our web site, www.irs.gov/eo, Publication 557, Tax Exempt Status for Your Organization, contains information on these organizational and operational requirements.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,


Cindy Thomas
Manager, Exempt Organizations
Determinations